



SOCIAL SECURITY

Office of the General Counsel
Office of General Law

MEMORANDUM

Date: JUN 7 2007

Refer To: S9BB

To: Leah Ann McCormick
Data Exchange Coordinator
Kansas City Regional Office

From: *Stuart M. Besser*
Michael G. Gallagher
Associate General Counsel
for General Law

Subject: Request for Final Approval on a Computer Matching Agreement Between the Social Security Administration (SSA) and the Kansas Department of Health Policy Authority (SDX/BENDEX/SVES) (592858)--REPLY

Pursuant to the Commissioner's revised directive of July 20, 2006, we have reviewed the subject agreement. The agreement is legally and procedurally sufficient. Accordingly, by this memorandum, we clear the same.

If you have any questions, please contact either Dawn Wiggins or Mary Zimmerman of my staff. Ms. Wiggins may be reached on extension (410) 966-6580. Ms. Zimmerman may be reached on extension (410)966-4193.

Attachment

ATTORNEY WORK-PRODUCT PREPARED IN ANTICIPATION OF LITIGATION AND/OR CONTAINS CONFIDENTIAL INFORMATION SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE. DO NOT RELEASE WITHOUT DISCUSSING WITH THE AUTHOR. THIS DOCUMENT MAY ALSO BE SUBJECT TO CLAIMS OF PRIVILEGE IF COVERED BY A DISCOVERY OR FREEDOM OF INFORMATION ACT, 5 U.S.C. § 552, REQUEST. IN SUCH INSTANCES, DO NOT RELEASE WITHOUT DISCUSSING WITH LITIGATION COUNSEL OR THE AUTHOR OF THIS DOCUMENT.



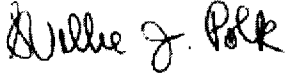
SOCIAL SECURITY
Office of the General Counsel

MEMORANDUM

Date: June 7, 2007

Refer To: S9H

To: Leah Ann McCormick
State Data Exchange Coordinator
Kansas City Regional Office

From: 
Willie J. Polk
Privacy Act Officer
Deputy Executive Director
for Public Disclosure

Subject: Approval of Computer Matching/Data Exchange Agreement – State of Kansas, Health Policy Authority

You have asked us to review and approve the subject agreement between the Social Security Administration and the State of Kansas, Health Policy Authority.

In my role as Privacy Act Officer, I certify that the above-referenced computer matching agreement/data exchange agreement relating to the disclosure of information and the program(s) for which the disclosed information will be used complies with the provisions of the Privacy Act, Section 1106 of the Social Security Act, and the implementing regulations at 20 C.F.R. Part 401.

If there are any questions, please contact Vince Dormarunno at 410-965-3669.

**AGREEMENT BETWEEN
THE SOCIAL SECURITY ADMINISTRATION
AND THE STATE OF KANSAS,
KANSAS HEALTH POLICY AUTHORITY**

TABLE OF CONTENTS

I.	Purpose, Parties and Relationships, and Definitions.....	2
II.	Legal Authority	6
III.	Transfer of Data.....	9
IV.	Justification and Anticipated Results.....	9
V.	Systems Operations.....	10
VI.	Description of the Records to be Matched.....	11
VII.	Duration and Modification of the Agreement.....	13
VIII.	Procedures for Notice	14
IX.	Verification and Opportunity to Contest Match Data	15
X.	Procedures for Retention and Timely Destruction of Identifiable Records.....	16
XI.	Procedures for Security	17
XII.	Safeguarding and Reporting Responsibilities for Personally Identifiable Information (PII)	18
XIII.	Procedures for Records Usage, Duplication, and Redisclosure Restrictions	20
XIV.	Accuracy Assessments	22
XV.	Access by the Comptroller General.....	22
XVI.	Additional Functions to be Performed under this Agreement	22
XVII.	Reimbursement	24
XVIII.	Persons to Contact.....	24
XIX.	Authorized Officials.....	26
XX.	Agency Approval.....	27
XXI.	Signatures	29

I. Purpose, Parties and Relationships, and Definitions

A. Purpose (5 U.S.C. § 552a(o)(1)(A))

1. The purpose of this agreement is to establish terms, conditions and safeguards under which the Social Security Administration (SSA) agrees to disclose information relating to the eligibility for, and payment of, Social Security benefits and/or Supplemental Security Income (SSI) and Special Veterans Benefits (SVB), including certain tax return information as authorized by 26 U.S.C. § 6103, to the **Kansas Health Policy Authority (KHPA)**, hereinafter referred to as the State Agency, for use in:
 - a. Verifying income and eligibility factors for State-administered programs authorized by sections 453 and 1137 of the Social Security Act (the Act) (see Article II.E.1.);
 - b. Verifying Social Security numbers (SSNs) of applicants for, and recipients of, benefits under such programs; and
 - c. Defining safeguards against unauthorized use and redisclosure of such information by the State Agency.

This agreement also establishes the terms, conditions and safeguards under which SSA may disclose information relating to the eligibility for, and payment of, Social Security benefits and/or SSI and SVB, to the State Agency for use in State-administered program(s) that are a federal or federally funded program **not** authorized by sections 453 and 1137 of the Act, or that are programs not involving a federal or federally-funded benefit program; and that have been deemed compatible with SSA programs under SSA's regulations (see Article II.E.2.).

Disclosure of tax return information to the State Agency for these programs is strictly prohibited unless explicitly authorized by 26 U.S.C. § 6103, and such authorization is clearly identified in Article II.E.2. of this agreement.

This disclosure of information will ensure that the State Agency program(s) listed in Article II.E. has accurate information upon which to base its entitlement decisions.

This computer matching agreement is executed under the Privacy Act of 1974, 5 U.S.C. § 552a, as amended by the Computer Matching and Privacy Protection Act of 1988 (CMPPA), as amended, and the regulations and guidance promulgated thereunder. While certain programs in Article II.E.2. may not constitute a matching program as defined by the Privacy Act, 5 U.S.C. § 552a(a)(8), the agencies agree to follow the applicable requirements of the CMPPA and other relevant provisions of the Privacy Act, 5 U.S.C § 552a.

2. Under the provisions of this agreement, a State Agency program is limited to the Data System(s) shown for that agency in Articles II.E.1. or II.E.2. of this agreement.

B. Agreement Parties and Relationships

The SSA component responsible for this matching agreement is the Office of Income Security Programs. The State Agency component responsible for this matching agreement is **KHPA**. This agreement constitutes the entire agreement of the parties with respect to its subject matter. There have been no representations, warranties or promises made outside of this agreement. This agreement will take precedence over any other documents that may be in conflict with it.

C. Definitions

1. “Agent” see “Contractor/Agent”
2. “BENDEX” means the Beneficiary and Earnings Data Exchange System.
3. “Contractor/Agent” means a third-party entity in a contractual or similar relationship with the State Agency to act on the Agency’s behalf to administer, or assist in administering, an income-maintenance or health-maintenance program described in this agreement.
4. “Cost-benefit data” means the measure of the match effectiveness. The Computer Matching and Privacy Protection Act (CMPPA) of 1988, Pub. L. 100-503, requires a cost-benefit analysis as part of an agency decision to conduct or participate in a matching program.
5. “DIB” means the Data Integrity Board.
6. “Equivalent Information” means the earnings amounts from employment not covered under the Act converted to information equivalent to quarters of coverage information provided for work covered by the Act.
7. “EVS” means the Enumeration Verification System. Prior to the development of the SVES, SSA provided electronic SSN verification via EVS. The EVS still exists and is currently used by SSA and some states.
8. “Food Stamp” means, for purposes of the quarters of coverage aspect of this matching program as authorized under the above-cited provisions of Pub. L. 104-193, the program defined in 7 U.S.C. § 2012(h) of the Food Stamp Act of 1977.
9. “FISMA” means the Federal Information Security Management Act (<http://csrc.nist.gov/sec-cert/>).

10. "FTMS" means the SSA File Transfer Management System.
11. "Health Maintenance Program" (if appropriate) means a noncommercial program designed to provide an individual with health care (both preventive and treatment) or to subsidize the cost of such care (e.g., Medicare, Medicaid).
Note: A commercial insurance company, acting as a contractor/agent of the State Agency, may administer such a program for a State or local agency.
12. "Income Maintenance Program" (if appropriate) means a noncommercial program designed to provide an individual with basic necessities of life (e.g., food, clothing, shelter, utilities) or to supplement the individual's income to permit the purchase of such necessities (e.g., subsidized housing, Food Stamp, Temporary Assistance for Needy Families (TANF), general assistance, Title XX services, energy assistance, State supplementation).
13. "IRC" means the Internal Revenue Code.
14. "MBR" means the Master Beneficiary Record.
15. "MEF" means the Master Earnings File, also known as the Earnings Recording and Self-Employment Income System.
16. "MULTX" means the relationship between multiple SSNs associated with an individual.
17. "NUMIDENT" means a subsystem of the Master Files of SSN Holders and SSN Applications.
18. "OMB" means the Office of Management and Budget.
19. "PII" means Personally Identifiable Information. PII is the information obtained from SSA that can be used, alone or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files. Examples of PII may include: name, SSN, Social Security benefit data, date of birth, official State or government issued driver's license or identification number.
20. "PUPS" means the Prisoner Update Processing System.
21. "Quarters of Coverage" means quarters of coverage as assigned and described under Title II of the Act. The term "quarters of coverage" is also referred to as "credits" in various SSA public information documents. The term "Social Security credits" may be used interchangeably as well. Quarters of coverage

as used in this agreement may also refer to "qualifying quarters" which would entitle individuals to receive Food Stamps.

22. "SDX" means the State Data Exchange.
23. "SSA" means the Social Security Administration.
24. "SSI" means the Supplemental Security Income program established under Title XVI of the Social Security Act.
25. "SSN" means Social Security number.
26. "SSR/SVB" means the Supplemental Security Income Record and Special Veterans Benefits.
27. "State Administered Program" means any means-tested public benefits program of a State or political subdivision of a State under which the State or political subdivision specifies the standards for eligibility.
28. "State Agency" means the agency defined in Article I.A. above, **Kansas Health Policy Authority (KHPA)**, including any applicable county, local, or other office thereof, regardless of whether the employees of the agency are State, county, or local government employees.
29. "State Transmission/Transfer Component" or "STC" (Also known as "Computer Data Center") , if applicable based on Article III, means an entity that, under a separate agreement with SSA, has agreed to transfer data files between SSA and the State Agency identified in Article I.A.
30. "SVB" (if appropriate) means the Special Veterans Benefits established under Title VIII of the Act. Under this program, certain World War II veterans who were eligible for benefits under Title XVI when Title VIII was enacted on December 14, 1999, may be entitled to receive a special benefit for each month they subsequently reside outside the United States after April 2000.
31. "SVES" means the State Verification and Exchange System.
32. "Tax Return Information" has the same meaning as given in 26 U.S.C. § 6103(b). For purposes of this agreement, "tax return information" includes SSA's records obtained under the authority of 26 U.S.C. § 6103 and 42 U.S.C. § 432 concerning the amount of an individual's earnings from wages and/or self-employment income, the periods involved, the identities and addresses of employers, and the amount of payment of retirement income.

II. Legal Authority (5 U.S.C. § 552a(o)(1)(A))

This agreement sets forth the responsibilities of SSA and the State Agency with respect to information obtained pursuant to the agreement which is permitted by the Privacy Act of 1974, as amended and SSA's Privacy Act Regulations (20 C.F.R. § 401.150). The agreement takes into account SSA's responsibilities under section 1106 of the Act (42 U.S.C. § 1306) (see Attachment A) and the responsibilities of SSA and the State Agency under the Internal Revenue Code (IRC) (26 U.S.C. § 6103).

A. Program Data and Tax Return Data

This matching program is authorized for the State Agency programs listed in Article II.E.1. by law under sections 1137 and 453 of the Act (42 U.S.C. §§ 1320b-7 and 653). Section 1137 mandates that the States use an income and eligibility verification system to administer the federally-funded benefit programs (e.g., Medicaid, TANF, Food Stamp and Unemployment Compensation programs). This agreement implements this section by allowing SSA to disclose the data necessary for the State's administration of these programs. 26 U.S.C. § 6103(l)(7) only authorizes the disclosure of tax return information to State Agencies administering programs under section 1137 of the Act for the purpose of administering said programs. Section 453 of the Act authorizes SSA to disclose data to the State Child Support Enforcement Agencies and the States on the location, income and assets of child support obligors, to assist States in establishing paternity and establishing, setting the amount of, modifying, or enforcing child support obligations. For purposes of, and to the extent necessary in establishing and collecting child support obligations from, and locating individuals owing such obligations pursuant to an approved State IV-D plan, SSA is also authorized to disclose certain tax return information to State Agencies (26 U.S.C. § 6103(l)(8)). Contractors/agents acting on behalf of a State will only have access to tax return data where specifically authorized by 26 U.S.C. § 6103.

B. Prisoner and Death Data

SSA may, under this agreement, disclose prisoner and death data to the State Agency for the administration of the federally-funded benefit programs. The authority for the disclosure of prisoner data is contained in section 202(x)(3)(B)(iv) of the Social Security Act (42 U.S.C. § 402 (x)(3)(B)(iv)). Section 205(r)(3) of the Social Security Act (42 U.S.C. § 405(r)(3)) is the authority for the disclosure of death data.

Under the Intelligence Reform and Terrorism Prevention Act of 2004, Pub. L. 108-458, § 7213(a)(2), SSA provides death indicators for restricted State death data.

C. Quarters of Coverage Data

The quarters of coverage aspect is authorized by sections 402, 412, 421 and 435 of Pub. L. 104-193 (8 U.S.C. §§ 1612, 1622, 1631, 1645). For purposes of implementation, which involves the significance of Social Security quarters of coverage to the eligibility of certain aliens for certain defined Federal and State public benefits, SSA may under this agreement disclose to the State Agency, to the extent permitted by law, quarters of coverage and equivalent information.

The Federal programs mandatorily or potentially affected by the above-referenced sections of Pub. L. 104-193 are: SSI, Food Stamp, and TANF under part A of Title IV of the Act; SVB under Title VIII of the Act; social services block grants under Title XX of the Act; and State Medicaid plans approved under Title XIX of the Act.

D. Compatible Programs and Data Disclosure

This matching program is also authorized for the programs listed in Article II.E.2. by the routine use exception to the Privacy Act, 5 U.S.C. § 552a(b)(3). The Privacy Act permits SSA to authorize the disclosure of records for “routine uses” if the use of such records is compatible with the purpose for which the record was collected (5 U.S.C. § 552a(a)(7)). SSA has deemed certain other Federal and State programs compatible to SSA programs, similar to the nature of the programs set forth in section 1137 of the Act. SSA has also determined that the disclosure of records to certain agents acting on behalf of a Federal or State Agency that are assisting or administering a program compatible with SSA programs is permissible. SSA has determined that these other State programs currently meet the requirements for compatibility (20 C.F.R. § 401.150) in that the purposes for which the information will be disclosed are consistent with the purposes for which SSA originally collected the information (i.e., the information will be used in other programs that have the same purposes as SSA programs; the information concerns eligibility, benefit amounts, or other matters of benefit status in a Social Security program; and the information is relevant to determining the same matters in the other program). Disclosure of tax return information to a State Agency for these programs is strictly prohibited unless explicitly authorized by 26 U.S.C. § 6103 and such authorization is clearly identified in Article II.E.2. of this agreement.

E. **KHPA Program(s) Covered under this Agreement***

1. Programs authorized to receive SSA's SDX-BENDEX-SVES data (includes tax data) based on sections 1137 and 453 of the Act:

Program	Data System(s)	Description
Medicaid State Supplement	SDX, BENDEX, EVS, SVES, and occasionally 40 quarters	See Attachment 1.

2. Other programs authorized by the routine use exception to the Privacy Act, 5 U.S.C. § 552a(b)(3) to receive certain data (excludes tax data):

Program	Data System(s)	Description
Medi-Kan State Children's Health Insurance Program (SCHIP – Title XXI) Medicare Savings Programs (QMB, LMB, Expanded LMB, and Subsidy D) Refugee Medical Assistance State-funded medical assistance for tuberculosis and individuals placed in Institutions for Mental Disease Aids Drug Assistance Program (ADAP)	SDX, BENDEX, EVS, and SVES	See attachment 2.

Program	Data System(s)	Description
Children with Special Health Care Needs (CSHCN - Title V)		

*Any changes must be reported to SSA as they occur.

III. Transfer of Data (*prior to printing, place an "X" in the appropriate box*)

- ☐ Data will be transmitted directly between SSA and **(Name of State Agency)** by **(indicate FTMS or (method of data transmission))**, a secure mechanism approved by SSA.

The **(Name of State Agency)** will not transfer or disclose this data to any other agency or entity (e.g. State contractor) by any means without amending this agreement or entering into a new agreement which would allow for the data transfer.

- ☒ Data will be transmitted directly between SSA and the State of **Kansas, Department of Social and Rehabilitation Services (SRS)** by **the SRS mainframe**, a secure mechanism approved by SSA. **SRS**, as a State Transmission/Transfer Component (STC), will serve as the conduit between SSA and the **KHPA**. The STC has a separate agreement with SSA defining what data SSA will disclose and the terms under which SSA will provide such data.

The **KHPA** will not transfer or disclose this data to any other agency or entity (e.g. State contractor) by any means without amending this agreement or entering into a new or amended agreement which would allow for the data transfer.

IV. Justification and Anticipated Results (5 U.S.C. § 552a(o)(1)(B))

A. Justification

1. The State Agency program(s) listed in Article II.E.1. are required to use information relating to eligibility for and amount of Social Security benefits and/or SSI and SVB benefits, quarters of coverage, prisoner, and death information under the Act, and, where appropriate, certain tax return information, for administration of the specific State programs covered by this agreement. Additional programs mandated by law after the inception of this agreement may, by the means of modification to Article II.E., be added to the coverage of this agreement.
2. SSA is required by law to disclose certain information to the State Agency and agrees to provide quarters of coverage information to the State for purposes of Pub. L. 104-193. Under Pub. L. 104-193, the State Agency may be required to

determine the number of quarters of coverage of certain alien applicants and their parents and spouses in determining the eligibility of such applicants for certain defined public benefits. SSA at its discretion, to the extent permitted by law, may provide to the State Agency quarters of coverage information and equivalent information recorded in the applicant's account or the accounts of the parents or spouse of such applicant.

3. The State Agency is required by law to require each applicant for, or recipient of, benefits under the 1137 programs listed in Article II.E., to furnish his or her SSN or identifying information and to utilize such number or identifying information in the administration of the programs. SSA is required by law to verify the SSN of individuals applying for these State-administered benefit programs.
4. SSA is required by law to disclose data to the State Child Support Enforcement Agencies (CSEA) and the States on the location, income and assets of child support obligors, to assist States in establishing paternity and establishing, setting the amount of, modifying, or enforcing child support obligations. For purposes of, and to the extent necessary in establishing and collecting child support obligations from, and locating individuals owing such obligations pursuant to an approved State IV-D plan, SSA is authorized to disclose Social Security benefits and/or SSI and SVB benefits, quarters of coverage, prisoner, and death information under the Act, and certain tax return information, for administration of State child support enforcement programs. The Federal Parent Locator System (FPLS) was developed for this purpose and is the most efficient and preferred method of this data transfer.
5. The use of computer technology to transfer data from SSA to the State Agency is more efficient and quicker than the use of manual processes.

B. Anticipated Results

The State Agency expects program savings of **\$272,011** over the period of this agreement at a cost of **\$10,125** by performing this matching program. SSA does not expect any direct program savings to result from this matching program, but based on cost-benefit analysis, estimates SSA net administrative savings of approximately \$21.8 million for all the SDX/BENDEX/SVES data exchanges through increased efficiencies in coordinating the administration of mutually dependent Federal and State programs. In such fashion, the matching program is expected generally to benefit federally-funded programs that are State administered.

V. Systems Operations

These matches are initiated in the following ways:

- A. The SDX aspect of this matching program is operated by SSA periodically sending the State Agency a file of SSI and SVB recipients in that State who are currently receiving SSI and SVB payments, or were recently terminated, or had changes in status.
- B. The BENDEX aspect of this matching program is operated by the State Agency periodically sending to SSA a file of applicants for, or recipients of, benefits under certain State-administered programs (see Article II.E.) for whom Social Security benefit information and/or earnings data is required.
- C. The EVS aspect of this matching program is operated by the State Agency periodically sending to SSA a file of applicants for, or recipients of, benefits under certain State-administered programs (see Article II.E.) for whom SSN verification is required.
- D. The SVES aspect of this matching program is operated by the State Agency periodically sending to SSA a file of applicants for, or recipients of, benefits under certain State-administered programs (see Article II.E.) for whom Social Security, SSI and SVB benefit information and/or SSN verification is required.
- E. The quarters of coverage aspect of this matching program is operated by the State Agency periodically sending to SSA a file of applicants for, or recipients of, benefits under certain State-administered programs (see Article II.E.) and, where permitted by applicable law, the parents or spouses of such applicants when requesting quarters of coverage or equivalent information necessary for the implementation of the above-referenced sections of Pub. L. 104-193.
- F. The prisoner aspect of this matching program is operated by the State Agency periodically sending to SSA a file of applicants for, or recipients of, benefits under certain State-administered programs (see Article II.E.) for the State Agency to verify and otherwise ensure that benefits are not issued to individuals who are not entitled to receive such benefits.

VI. Description of the Records to be Matched (5 U.S.C. § 552a(o)(1)(C))

- A. Systems of Records (see data elements at Attachment B)
 - 1. SSA's systems of records used for purposes of this agreement may be the SSR/SVB, MBR, Earnings Recording and Self-Employment Income System (subsystem referred to as the MEF), Master Files of SSN Holders and SSN Applications (subsystems referred to as the EVS, the ALPHIDENT, or the NUMIDENT), and PUPS. MULTX, the systems program that associates multiple SSNs that are related to the applicant's earnings file, may also be used.

2. For each aspect of this matching program, the following are the SSA systems of records that will be accessed:
 - a. SDX – SSR/SVB, SSA/ODSSIS (60-0103);
 - b. BENDEX – MBR, SSA/ORSIS (60-0090) and the Earnings Recording and Self-Employment Income System, SSA/OEEAS (60-0059);
 - c. EVS – Master Files of SSN Holders and SSN Applications, SSA/OEEAS (60-0058);
 - d. SVES – SSR/SVB, SSA/ODSSIS (60-0103); MBR, SSA/ORSIS (60-0090); Earnings Recording and Self-Employment Income System, SSA/OEEAS (60-0059); Master Files of SSN Holders and SSN Applications, SSA/OEEAS (60-0058); and PUPS, SSA/OEEAS (60-0269);
 - e. Quarters of Coverage Query – Earnings Recording and Self-Employment Income System, SSA/OEEAS (60-0059) and the Master Files of SSN Holders and SSN Applications, SSA/OEEAS (60-0058);
 - f. Prisoner Query – PUPS, SSA/OEEAS (60-0269).
3. SSA and the State Agency will exchange information through FTMS or a mutually acceptable security mechanism.

B. Specified Data Systems Used in a Match

1. SDX – When the State Agency receives SSI and SVB program data and uses this data in matching activities, it will match the SDX file to the appropriate fields in State files.
2. BENDEX – The State Agency will provide SSA with name, SSN, and date of birth for those individuals about whom information is requested from BENDEX.
3. EVS – The State Agency will provide SSA with name, SSN, and date of birth for those individuals about whom SSN verification is requested from EVS.
4. SVES – The State Agency will provide SSA with name, SSN, and date of birth for those individuals about whom information is requested from SVES.
5. Quarters of Coverage Query – The State Agency will provide SSA with name, SSN, and date of birth for those individuals about whom information is requested from SVES.
6. Prisoner Query – The State Agency will provide SSA with name, SSN, and date of birth for those individuals about whom information is requested from PUPS.

C. Number of Records Involved

1. SDX – SSA will furnish to the State Agency daily SDX files containing information on SSI and SVB recipients. The number of records given to the State Agency during a month will be approximately **45,000**.
2. BENDEX – The State Agency will furnish to SSA **daily** files containing identifying information of applicants for, or recipients of, benefits under State-administered programs. The State Agency will be requesting approximately **65,000** records each month from SSA.
3. EVS – The State Agency will furnish to SSA **monthly** SSNs of applicants for, or recipients of, benefits under State-administered programs. The State Agency will be requesting approximately **4,000** records each month from SSA.
4. SVES – The State Agency will furnish to SSA **daily** files containing identifying information of applicants for, or recipients of, benefits under State-administered programs. The State Agency will be requesting approximately **85,000** records each month from SSA.
5. Quarters of Coverage Query – The State Agency will furnish to SSA **daily** files containing identifying information of applicants for, or recipients of, benefits under State-administered programs. The State Agency will be requesting approximately **50** records each month from SSA.
6. Prisoner Query – The State Agency will furnish to SSA (N/A) files containing identifying information of applicants for, or recipients of, benefits under State-administered programs. The State Agency will be requesting approximately (N/A) records each month from SSA.

If the State Agency anticipates an unprecedented increase to the number of records shown above, the State Agency agrees to contact the SSA Systems contact (see Article XVIII.A.) prior to initiating that month's match(es).

VII. Duration and Modification of the Agreement

A. Duration

1. This agreement can only be effectuated and will only be available for use the later of:
 - a. July 1, 2007, OR
 - b. 40 days after submission of matching notices on this program to Congress and OMB, or 30 days after publication of the computer matching notice for this matching program in the Federal Register, and upon signature of the agreement by both parties to the agreement.

2. This agreement requires signoff by both agencies and will be effective upon the date of the SSA Regional Commissioner's signature. This agreement will be in effect for 18 months, but not beyond December 31, 2009. If at the end of 18 months December 31, 2009, is in the future, this agreement may be extended.

The extension may be for up to 12 months, but not beyond December 31, 2009. In the extension, SSA's Data Integrity Board (DIB), and the State Agency will certify, within 3 months prior to the expiration of the agreement, pursuant to 5 U.S.C. § 552a(o)(2)(D) that:

- a. The matching program will be conducted without change; and
- b. The matching program has been conducted in compliance with the original agreement.

3. The provisions of this agreement may **not** extend beyond December 31, 2009.
4. If either agency does not wish to renew this agreement, it will notify the other of its intention not to renew at least 90 days before the end of the then current period.
5. Either party may unilaterally terminate the agreement upon written notice to the other party, in which case the termination will be effective 90 days after the date of the notice, or at a later date specified in the notice. The agreement may be terminated at any time by the mutual written consent of both parties. However, SSA may make an immediate, unilateral suspension of the data flow and/or termination of this agreement if SSA:
 - a. Has determined that there has been an unauthorized use or disclosure of information by the State Agency and/or their contractors/agents; or
 - b. Has determined that there has been a violation of or failure to follow the terms of this agreement; or
 - c. Has reason to believe that the State Agency and/or their contractors/agents breached the terms for security of data until such time as SSA makes a definite determination of a breach.
6. This agreement does not authorize SSA to incur obligations through the performance of the services described herein. Since SSA's performance under this agreement spans multiple fiscal years, SSA's ability to perform work for each fiscal year is subject to the availability of funds.

B. Modification

This agreement may be modified at any time by an amendment or new agreement which satisfies both parties.

VIII. Procedures for Notice (5 U.S.C. § 552a(o)(1)(D))

A. Applicants

Both the State Agency and SSA agree to notify all individuals who apply for benefits for their respective programs that any information provided by them is subject to verification through matching programs. The State Agency's notice consists of **information on the application that advises the individual of computer matching activities**. SSA's notice consists of appropriate language printed on its application forms or a separate handout with appropriate language when necessary.

B. Beneficiaries/Annuitants

Both the State Agency and SSA will provide subsequent notices to their respective retirees, annuitants, beneficiaries, and/or recipients. The State Agency's notice consists of **distribution of its privacy practices notice to each of its enrollees. Thereafter, the Agency gives its notice to each new enrollee at enrollment and sends a reminder to every enrollee at least once every three years that the notice is available on request. KHPA periodically publishes privacy information in The Kansas Register**. SSA's notice consists of a notice of this matching program in the Federal Register and periodic mailings to all beneficiaries and recipients describing SSA's matching activities.

IX. Verification and Opportunity to Contest Match Data
(5 U.S.C. § 552a(o)(1)(E) and 5 U.S.C. § 552a(p))

A. Verification

Based on the determination of SSA's DIB pursuant to its approval of this agreement, unless contradictory OMB final guidelines are issued, the State Agency may consider all SSA benefit data disclosed under this agreement as verified, as provided in 5 U.S.C. § 552a(p)(1)(A)(ii). Thus, the DIB has determined that the information is limited to identification and amount of benefits paid by SSA under a Federal benefit program and there is a high degree of confidence in the accuracy of the data (see Article XIV. below). The State Agency may use the above-specified data without independent verification in their administration of the program(s) listed in Article II.E.

Prisoner and death data, however, do not have this high degree of accuracy; and before any adverse action can be taken against any individual, this data must be independently verified.

Tax return information obtained under this agreement, as authorized by 26 U.S.C. § 6103, will be verified in accordance with section 1137 of the Social Security Act.

B. Opportunity to Contest

The State Agency agrees that there can be no termination, suspension, reduction, final denial, or other adverse action taken against an individual based on this computer match with SSA until there is an opportunity to contest the match information such that:

1. Notice is provided by the State Agency to the affected individual which informs that individual of the match findings and the opportunity to contest these findings.
2. The affected individual is given until the expiration of any time period established for the relevant benefit program by a statute or regulation for the individual to respond to the notice. If no such time period is established by a statute or regulation for the program, a 30-day period will be provided. The time period begins on the date on which notice is mailed or otherwise provided to the individual to respond.
3. The notice clearly states that, unless the individual responds to the notice in the required time period, the State Agency will conclude that the match data provided by SSA is correct and will make the necessary adjustment to the individual's payment.

X. Procedures for Retention and Timely Destruction of Identifiable Records
(5 U.S.C. § 552a(o)(1)(F))

A. State Agency

The State Agency and programs listed in Article II.E. will retain all identifiable records received from SSA only for the period of time required for any processing related to the matching program and will then destroy the records.

As part of the matching program, any accretions, deletions, or changes to SSA's program rolls provided by SSA to the State Agency can be used by the State Agency to update its master files, which will be permanently retained under cognizable authority governing the State Agency's retention of records. Any other identifiable records must be destroyed unless the information has to be retained in individual file folders in order to meet evidentiary requirements. In the latter instance, the State Agency will retire identifiable records in accordance with **federal Medicaid requirements and the Kansas Economic and Employment Support Manual, Section 1711, which requires material older than 36 months be destroyed with certain exceptions.**

B. SSA

SSA will delete electronic data input files received from the State Agency when the match has been completed. SSA will retire identifiable records in accordance with the Federal Records Retention Schedule (44 U.S.C. § 3303a).

- C. Neither SSA nor the State Agency will create a separate file or system concerning only individuals whose records are used in this matching program.

XI. Procedures for Security (5 U.S.C. § 552a(o)(1)(G))

- A. At a minimum, SSA will safeguard the State Agency's information and the State Agency will safeguard SSA's information as follows:
 - 1. Access to the records matched and to any records created by the match will be restricted to only those authorized employees and officials who need it to perform their official duties in connection with the uses of the information authorized in this agreement.
 - 2. The records matched and any records created by the match will be stored in an area that is physically safe from access by unauthorized persons during duty hours, as well as non-duty hours, or when not in use.
 - 3. The records matched and any records created by the match will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the records, and in such a way that unauthorized persons cannot retrieve any such records by means of computer, remote terminal, or other means.
 - 4. All personnel who will have access to the records matched and to any records created by the match will be advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for noncompliance contained in applicable Federal laws.
 - 5. The equipment, files and/or documents will be transported under appropriate safeguards.
- B. The Secretary of the Treasury has published a brochure entitled "Tax Information Security Guidelines for Federal, State and Local Agencies," Publication 1075, which is available from the Internal Revenue Service (IRS) District Disclosure Officer in the appropriate IRS district. SSA and the State Agency agree to comply with these guidelines and any revision of them, submit to IRS audits, and furnish the required reports to IRS. The aforementioned brochure is hereby incorporated by reference into this agreement.

SSA's Office of Systems Security Operations Management has prepared written guidelines entitled, "Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration." These guidelines (see Attachment C) provide instructions and an explanation of SSA's security requirements. Additional copies are available upon

request. By signing this agreement, the State Agency agrees to comply with SSA's security guidelines.

- C. Both SSA and State Agency agree to comply with the requirements of the Federal Information Security Management Act (FISMA) (Pub. L. 107-347, Title III, section 301) as it applies to the electronic storage, transport of records between agencies, and the internal processing of records received by either Agency under terms of this agreement. SSA reserves the right to conduct onsite inspections to monitor compliance with FISMA regulations during the lifetime of this agreement.
- D. Both SSA and State Agency agree to inform personnel including contractors/agents of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks.
- E. SSA recognizes States already are subject to IRS safeguard reviews which require States to meet a high degree of compliance; and as a result, SSA's future review activity will complement, rather than duplicate, IRS security requirements and review activity.

XII. Safeguarding and Reporting Responsibilities for Personally Identifiable Information (PII)

A. State Agency

- 1. The State Agency will ensure that its employees and contractors/agents properly safeguard PII furnished by SSA under this agreement from loss, theft or inadvertent disclosure.
- 2. The State Agency will ensure that its employees and contractors/agents understand that they are responsible for safeguarding this information at all times, regardless of whether or not the State employee or the contractor/agent is at his or her regular duty station.
- 3. The State Agency will ensure that laptops and other electronic devices/media containing PII and used by its employee and its contractors/agents are encrypted and/or password protected.
- 4. The State Agency will ensure that when it and/or its contractors/agents are sending email containing PII, its employees and/or contractors/agents do so only from and to addresses that are secure or that they have encrypted the email.
- 5. The State Agency will ensure that its employees and its contractors/agents working under this agreement adhere to the procedures listed in this agreement.

6. The State Agency will ensure that its employees or contractors/agents limit disclosure of the information and details relating to a PII loss only to those with a need to know.
7. The State Agency will establish procedures to ensure that when a State Agency employee or contractor/agent becomes aware of the possible or suspected loss of PII, the State Agency Systems Security Issues contact or equivalent is immediately notified of the incident. The State Agency will then notify the SSA Regional Office contact (see Article XVIII.A.3.). If within 1 hour the State Agency has been unable to speak with the SSA Regional Office contact or if for some other reason, e.g., it is outside of the Regional Office's normal business hours, the State Agency will call SSA's Network Customer Service Center (NCSC) at 410-965-7777 or toll free at 1-888-772-6111.

When reporting the loss or suspected loss of PII, the report should include the following specific information:

- a. Contact and component information.
 - b. A description of the loss or suspected loss (e.g., nature of loss, scope, number of files or records and type of equipment or media) including the approximate time and location of the loss.
 - c. How was the data physically stored, packaged and/or contained (e.g., password protected, encrypted, locked briefcase, redacted personal information, etc.)?
 - d. Which SSA and/or State components and/or state contractor/agents have been involved?
 - e. Have any individuals or external organizations (e.g., other agencies, law enforcement or the press) been contacted or contacted you?
 - f. Have any other reports (e.g., local police, SSA and/or State reports) been filed?
 - g. Any other pertinent information.
8. The State Agency will provide updates as they become available to the SSA Systems Security Issues contact, as applicable. The State Agency will provide complete and accurate information about the details of the possible PII loss to assist the SSA Systems Security Issues contact. The State Agency and/or contractor/agent will use the worksheet (see Attachment D) to quickly gather and organize information about the incident.

B. SSA

1. SSA will assume responsibility for making the contact within SSA so that a formal report is filed in accordance with SSA procedures.
2. SSA will notify the Department of Homeland Security's United States Computer Emergency Readiness Team if loss or potential loss of personally identifiable information related to a data exchange covered under this agreement occurs.

XIII. Procedures for Records Usage, Duplication, and Redisclosure Restrictions
(5 U.S.C. § 552a(o)(1)(H) and 5 U.S.C. § 552a(o)(1)(I))

- A. The State Agency agrees to the following limitations on the use, duplication, and redisclosure of the data systems listed in Article VI.B. and information provided by SSA:
1. The tax return information the BENDEX contains will be used only to determine individual eligibility for, or the amount of, assistance under a State plan pursuant to section 1137 of the Act. Contractors/Agents acting on behalf of a State will only have access to tax return data where specifically authorized by 26 U.S.C. § 6103. The other data provided by SSA will not be redisclosed or used for any purpose other than to determine eligibility for, or the amount of, benefits under the State-administered income/health maintenance programs specified in Article II.E. Such State-administered programs must be authorized in statements of routine use published by SSA in the Federal Register or otherwise specifically approved by SSA and not otherwise prohibited by applicable law.
 2. The tax return information the BENDEX contains and the other data provided by SSA will not be used to extract for any purpose information concerning individuals who are neither applicants for, nor recipients of, benefits under the State-administered income/health maintenance programs specified in Article II.E. Information will be used in a manner provided for by applicable law and described in this agreement. Disclosures to such State-administered programs must be authorized in statements of routine use published by SSA in the Federal Register or otherwise specifically approved by SSA and not otherwise prohibited by applicable law.
 3. The State Agency will restrict access to the information obtained from SSA to only those authorized State employees and contractors/agents under contract with the State Agency who need it to perform their official duties in connection with the intended uses of the information authorized in this agreement. At SSA's request, the State Agency will obtain from its contractor/agent a current list of the contractor's/agent's employees who have access to SSA information under the terms of this agreement.
 4. Except as necessary for the operation of this matching program, as provided in this agreement, files provided by SSA will not be duplicated or disseminated within or outside the State Agency without the prior written approval of SSA. SSA will not grant such authority unless the redisclosure is required by law or is essential to the matching program. In such instances, the State Agency must specify in writing what records are being disclosed, to whom, and the reasons that justify such redisclosure.

5. Except as necessary for the operation of this match, as provided for in this agreement, State Agency contractors/agents and their employees who are authorized access to the information provided under this agreement will not duplicate, disseminate or disclose the SSA files provided to them by the State Agency unless the State Agency has obtained SSA's prior written approval for redisclosure.
6. The State Agency will undertake in its contractual relationship with each contractor/agent to obtain the contractor's written agreement that the contractor/agent will abide by all relevant Federal laws and access, disclosure and use restrictions, and security requirements in this agreement. The State Agency will provide the contractor/agent with a copy of this agreement and the related attachments before the initial disclosure of data to the contractor/agent.
7. Prior to signing this agreement the State Agency agrees to provide to SSA's Regional Office contact(s) (see Article XVIII.A.) written communication on State Agency letterhead:
 - a. that the State Agency is not using contractors/agents; or
 - b. a current list of contractors/agents who, as of the effective date of this agreement, will have access to the information the State Agency obtains through this agreement. The list will contain: name and address of contracting firm, description of the work that is performed with the information and the location of where work is performed with the information. The State Agency further agrees to certify, in this same manner, to SSA that these contractors/agents are currently under contract with the State Agency and are acting on behalf of the State Agency to administer or assist in administering the programs listed in Article II.E.
8. For the duration of this agreement and within 60 days of an occurrence, the State Agency agrees to provide to SSA Regional Office contact (see Article XVIII.A.3.) written communication on State Agency letterhead whenever a new contractor/agent will have access to information under this agreement, or an existing contractor/agent will no longer have access to the information under this agreement.
9. Prior to the renewal of this agreement, the State Agency agrees to provide to SSA Regional Office contact(s) (see Article XVIII.A.) written communication on State Agency letterhead certification that all contractors/agents administering or assisting in administering the programs listed in Article II.E are in compliance with this agreement.
10. State Agency employees and contractors/agents under contract with the State Agency who access, disclose or use the information obtained pursuant to this agreement in a manner or for a purpose not authorized by the agreement may be subject to civil and criminal sanctions contained in applicable federal statutes.

11. SSA files provided to the State Agency remain the property of SSA and will be handled as provided in Article X.A., once matching activity under this agreement is complete.
- B. SSA agrees to the following limitations on the use, duplication, and redisclosure of the identifying files and information provided by the State Agency (see Article VI.B):
1. The files provided by the State Agency will be used and accessed only for the purposes specified in this agreement.
 2. The files provided by the State Agency will not be used to extract information concerning the individuals therein for any purpose not specified in this agreement.
 3. The files provided by the State Agency will not be duplicated or disseminated within or outside SSA without the written permission of the State Agency.
 4. The files provided by the State Agency remain the property of the State Agency and will be handled as provided in Article X.B., once matching activity under this agreement is completed.
- C. Both SSA and the State Agency will adopt policies and procedures to ensure that information contained in their respective records and obtained from each other will be used solely as provided in this agreement, including adherence to the terms of section 1106 of the Social Security Act (42 U.S.C. § 1306), section 6103(p)(4) of Title 26 of the IRC for tax return information, and the regulations promulgated thereunder.

XIV. Accuracy Assessments

Previous matches with the same files indicate that the State Agency's records are **99%** accurate based on **information contained in the system at the time the State's records are created** and that SSA's benefit records are more than 99% accurate when they are created. The prisoner and death records, some of which are not verified by SSA, do not have this high degree of accuracy.

XV. Access by the Comptroller General (5 U.S.C. § 552a(o)(1)(K))

The Government Accountability Office (Comptroller General) may have access to State Agency and SSA records that the Comptroller General deems necessary in order to monitor or verify compliance with this agreement.

XVI. Additional Functions to be Performed under this Agreement

A. The State Agency agrees:

1. The SDX, BENDEX, and SVES systems will be used by the State Agency to obtain Social Security, SSI and SVB payment information on the applicants/recipients of the programs identified in Article II.E. The State Agency also agrees that it will use BENDEX and/or SVES to obtain tax return information and/or quarters of coverage, prisoner, and death information pertaining to only those persons for which use is authorized by applicable law pursuant to section 1137 of the Social Security Act, as specified in this agreement. Use and disclosure of this information for other purposes are subject to the restrictions described in this agreement.
2. To provide information obtained in the quarters of coverage query, as necessary, to State and local government agencies within the State which will make quarters of coverage determinations under Pub. L. 104-193.
3. To provide SSA with the necessary identifying information concerning those individuals about whom information is requested from BENDEX or SVES. (Specific requirements for the request are discussed in the BENDEX handbook or SVES manual.) The State Agency also agrees to notify SSA when an individual is no longer eligible for benefits.
4. To submit SSNs for verification through EVS or SVES in the format specified by SSA. If SSA notifies the State Agency that the SSN and identifying information do not match, the client should be asked about other names used and then the State Agency should resubmit the verification request a second time through EVS or SVES. The State Agency may refer the client to the SSA field office for a replacement Social Security card, if necessary.
5. To provide cost-benefit information (e.g., processing costs and program savings) for each program listed in Article II.E. SSA will use this information to justify the efficiencies in the administration of mutually dependent Federal and State programs.

B. SSA agrees:

1. To initially verify the SSNs submitted and to process only verified SSNs in the conduct of the matching program.
2. To the extent permitted by applicable law, to furnish to the State Agency files containing the necessary information for identified individuals via BENDEX or SVES. The files provided by SSA will adhere to the characteristics and data format requirements shown in Attachment B.

3. To the extent permitted by applicable law, to disclose to the State Agency, via BENDEX or SVES, based on its request, Social Security benefit payment and tax return information contained in SSA's records regarding those individuals whom the State Agency identifies. SSA will provide additional information about each individual identified by the State Agency whenever SSA posts changes to its records until the individual dies or the State Agency notifies SSA that the individual is no longer eligible for assistance under the programs identified in Article II.E.
4. To the extent permitted by applicable law, to disclose to the State Agency, via SDX or SVES, payment information contained in SSA's records concerning applicants/recipients of SSI and SVB payments. The files provided by SSA will be IBM compatible and will adhere to the characteristics and information format requirements shown in Attachment B.
5. To the extent permitted by applicable law, to disclose to the State Agency, via EVS or SVES, whether or not the identifying information and SSN furnished agree with SSA records and, if not, what element of information (name, date of birth, or sex code) does not agree. Any multiple SSNs also will be furnished to the State Agency.

XVII. Reimbursement

SSA estimates it will incur approximately \$2.3 million in administrative costs to perform matching operations under this national program. This includes expenses for systems' programming and ongoing transaction costs. However, SSA will accrue savings estimated at \$24.1 million because manual processes in field offices will be supplanted by automated interfaces. This equates to a 10.5:1 benefit-to-cost ratio for SSA. The State Agencies will also accrue sizable program savings estimated to be about \$3.8 billion. Consequently, the parties recognize the mutual benefits of the matching program and agree to a quid pro quo arrangement in which no cost reimbursement is required. Adjustments may be required in the future if it is determined that costs are disproportionate. Such adjustments, if necessary, will be negotiated and documented in a separate reimbursable agreement.

XVIII. Persons to Contact

A. The SSA contacts are:

1. Data Exchange Agreement Issues:

For Regions 1 through 5:

Suzanne Koneyak
Office of Income Security Programs
Information Exchange and Matching Staff
78 RRCC
6401 Security Boulevard

Baltimore, Maryland 21235
 Phone: (410) 965-1858
 Fax: (410) 597-0841
 Email: Suzanne.Koneyak@ssa.gov

For Regions 6 through 10:

Norma Followell
 Office of Income Security Programs
 Information Exchange and Matching Staff
 74 RRCC
 6401 Security Boulevard
 Baltimore, Maryland 21235
 Phone: (410) 965-0806
 Fax: (410) 597-0841
 Email: Norma.Followell@ssa.gov

2. Disclosure Policy Issues

Willie Polk
 Office of the General Counsel, Office of Public Disclosure
 6401 Security Boulevard
 Baltimore, Maryland 21235
 Phone: (410) 965-1753
 Fax: (410) 966-0869
 Email: willie.j.polk@ssa.gov

3. Regional Office:

Leah Ann McCormick
Program Specialist, Center for Programs Support
601 E. 12th Street, Room 460
Kansas City, MO, 64106
Phone Number: 816-936-5655
Fax Number: 816-936-5951
Email Address: leah.ann.mccormick@ssa.gov

4. Systems Issues:

Mark Dailey
 Office of Earnings, Enumeration
 and Administrative Systems/DIVES/Data Exchange Branch
 6401 Security Boulevard
 Baltimore, Maryland 21235
 Phone: (410) 966-7849
 Fax: (410) 966-3147

Email: mark.dailey@ssa.gov

5. Systems Security Issues:

Teresa Rojas, Acting Director
Office of Systems Security Operations Management
Office of Financial Policy and Operations
6401 Security Boulevard
Baltimore, Maryland 21235
Phone: (410) 966-7284
Fax: (410) 966-0527
Email: Teresa.C.Rojas@ssa.gov

B. The State Agency contacts are:

1. Data Exchange Agreement Issues:

John Dixon
Manager, Office/Branch
900 SW Jackson Street Room 900 N
T66612
Phone Number: 785-296-8623
Fax Number: 785-296-4813
Email Address: John.Dixon@khpas.gov

2. Systems Security Issues:

Tom Laughlin
KHPA Security Officer, Office/Branch
Street Address
City, State, Zip Code
Phone Number: 785-274-4286
Fax Number:
Email Address: Tom [Laughlin@khpas.gov](mailto:Tom.Laughlin@khpas.gov)

XIX. Authorized Officials

The State officials with authority to request information under this agreement are **the Executive Director and his/her designees.**

XX. Agency Approval

Each party executing this Agreement is authorized to enter into agreements of this nature on behalf of their agency.

Social Security Administration:

BY: Nancy Veillon
Nancy Veillon
Associate Commissioner
Office of Income Security Programs

2/12/07
(Date)

I certify that the SSA Data Integrity Board approved this Agreement.

BY: Manuel J. Vaz
Manuel J. Vaz
Acting Chairman
Data Integrity Board

3-27-2007
(Date)

XXI. Signatures

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement. The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement effective this ____ day of _____, 200__.

SOCIAL SECURITY ADMINISTRATION:

Michael W. Grochowski
Kansas City Regional Commissioner

KANSAS HEALTH POLICY AUTHORITY:

Marcia Nielsen
Executive Director

I, **Marta Linenberger**, certify that I am the legal counsel for the Agency of the State of **Kansas**; that **Marcia Nielsen**, who signed this agreement on behalf of the State Agency, was then **Executive Director** of said State Agency, and that **she** is authorized to enter into agreements of this nature on behalf of the State Agency and that there is authority under the laws of the State of **Kansas** to carry out all the functions to be performed by the State Agency as provided herein and comply with the terms of this agreement.

Marta Linenberger
General Counsel

Attachment A - Disclosure of Information in Possession of Agency [section 1106 of the Social Security Act (42 U.S.C. § 1306)]

Attachment B - Data elements (in record layout format)

Attachment C - Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration

Attachment D - Worksheet for Reporting Loss or Potential Loss of PII

Attachment 1 - Kansas Health Policy Authority 1137 Programs

Note: End users access SSA information via the Department of Social and Rehabilitation Services (SRS) KAECSSES screen and the KHPA MMIS screen. Access is provided to certain screens on a need to know basis.

Name of State	Name of State Agency and, if applicable, contractor/agent	Name of Program	What data does the agency need?	Detailed Description of program including the purpose of the program and information pertaining to whether the program is an income health maintenance program.	Please explain how the data sought is relevant to program eligibility determinations.
Kansas	KHPA SRS Contractors: EDS (Medicare Buy-In & Claim Payment Elig) MAXIMUS (Eligibility Determination) Key Temp Staffing (Elig Determination – Disability)	Medicaid or Title XIX	BENDEX, SDX, SVES, EVS, & Quarters of Coverage. KAECSSES MMIS	Medicaid, also known as Title XIX, is a federal-state partnership program that provides health and long-term care services to people with low-incomes. Services include preventive, primary and acute health services for individuals, children and families. It also provides certain long-term care services, like nursing homes, for the elderly or people with disabilities.	Entitlement for Social Security benefits or SSI payments, benefit/payment amounts, disability onset date, and Medicare Entitlement and premium information is needed to accurately determine eligibility under this program. Social Security Number validation is important to ensuring individuals are not receiving duplicate assistance. BENDEX information on recipients provides staff with current entitlement, benefit/payment information, Medicare entitlement, premium, and changes in residence that could impact a
	Health Management Systems, Inc. (Estate Recovery Contract Only)		KAECSSES MMIS		

Name of State	Name of State Agency and, if applicable, contractor/agent	Name of Program	What data does the agency need?	Detailed Description of program including the purpose of the program and information pertaining to whether the program is an income health maintenance program. ¹	Please explain how the data sought is relevant to program eligibility determinations.
	Cerner Corp. Health Management Systems, Inc. (TPL Contract) UniCare of Kansas Childrens' Mercy Hospital Family Health Partners (Managed Care Providers)		MMIS		person or household's eligibility or cost of care under this program.
Kansas	SRS & KHPA Contractors: Paychex, Inc. (Payment eligibility)	SSI State Supplement Program	SDX Determine payment eligibility (living arrangement and payment status) Extract File Only used to generate State Supplement checks. No access to system.	State-funded program under Section 1616 of the SS Act intended to supplement the income of persons residing in a nursing facility to allow them a personal needs allowance in excess of the current SSI institutional payment amount.	

Attachment 2 - KHPA Non-1137 Programs

Note: End users access SSA information via the Department of Social and Rehabilitation Services (SRS) **KAECSES** screen and the **KHPA MMIS** screen. Access is provided to certain screens on a need to know basis.

Name of State	Name of State Agency and, if applicable, contractor/agent	Name of Program	What data does the agency need?	Detailed Description of program including the purpose of the program and information pertaining to whether the program is an income health maintenance program.	Please explain how the data sought is relevant to program eligibility determinations.
Kansas	KHPA SRS Contractors: EDS (Medicare Buy-In & Claim Payment Elig) Key Temp Staffing (Elig Determination – Disability)	MediKan (MKN)	BENDEX, SDX, SVES, & EVS KAECSES MMIS	MediKan is a health care coverage program, funded with state-only money, for adults who do not qualify for Medicaid, but who are applying for Social Security Disability Insurance (SSDI) or Supplemental Security Income (SSI) programs. People who are subsequently approved by the Social Security Administration (SSA) for one of these two disability benefits are then eligible for Medicaid. People who qualify for MediKan also receive General Assistance (GA) cash benefits from the Department of Social and Rehabilitation Services (SRS). Eligibility for the two programs is linked so that anyone who qualifies for MediKan also qualifies for GA.	Entitlement for Social Security benefits or SSI payments, benefit/payment amounts, disability onset date, and Medicare Entitlement and premium information is needed to accurately determine eligibility under this program. Social Security Number validation is important to ensuring individuals are not receiving duplicate assistance. BENDEX information on recipients provides staff with current entitlement, benefit/payment information, Medicare entitlement, premium, and changes in residence that could impact a person or household's eligibility or cost of care under this program.
	Health Management Systems, Inc. (Estate Recovery Contract Only)				
	Cerner Corp. Health Management Systems, Inc. (TPL Contract)				
Kansas	KHPA Contractors: EDS (Claim Payment Elig) MAXIMUS (Eligibility Determination)	State Children's Health Insurance Program (SCHIP) or Title XXI	BENDEX, SDX, SVES, & EVS KAECSES MMIS	SCHIP, also known as Title XXI, was implemented in Kansas in 1999. SCHIP provides health care coverage for low-income children in families with incomes up to 200% of the federal poverty level who are not Medicaid-eligible. It is a federal-state partnership program.	Entitlement for Social Security benefits or SSI payments, benefit/payment amounts, disability onset date, and Medicare Entitlement and premium information is needed to accurately determine eligibility under this program. Social Security Number validation is important to ensuring individuals are not receiving duplicate assistance. BENDEX information on recipients provides

Name of State	Name of State Agency and, if applicable, contractor/agent	Name of Program	What data does the agency need?	Detailed Description of program including the purpose of the program and information pertaining to whether the program is an income health maintenance program.	Please explain how the data sought is relevant to program eligibility determinations.
	<p>Cerner Corp.</p> <p>Health Management Systems, Inc. (TPL Contract)</p> <p>UniCare of Kansas</p> <p>Childrens' Mercy Hospital Family Health Partners</p> <p>Cenpatico</p> <p>Behavioral Health (Managed Care)</p>		MMIS		<p>staff with current entitlement, benefit/payment information, Medicare entitlement, premium, and changes in residence that could impact a person or household's eligibility or cost of care under this program.</p>
Kansas	<p>KHPA</p> <p>SRS</p> <p>Contractors:</p> <p>EDS (Medicare Buy-In & Claim Payment Elig)</p> <p>MAXIMUS (Eligibility Determination)</p> <p>Key Temp Staffing (Elig Determination – Disability)</p> <p>Health Management Systems, Inc. (Estate Recovery Contract Only)</p>	<p>Medicare Savings Programs (QMB, LMB, Expanded LMB, and Subsidy D)</p>	<p>BENDEX, SDX, SVES, EVS, & Quarters of Coverage.</p> <p>KAECSES</p> <p>MMIS</p>	<p>A Title XIX benefit for persons who have Medicare benefits may be eligible for assistance with additional medical expenses through a Medicare Savings Program.</p> <p>A Qualified Medicare Beneficiary is eligible for full payment of the Medicare premium, co-pays and deductibles.</p> <p>A Low Income or Expanded Low Income Medicare Beneficiary is eligible for full payment of the Medicare premium.</p> <p>Adults in households with Low Income may also qualify for Low Income Subsidy which reduces their out of pocket medical expenses through Medicare Part D.</p>	<p>Entitlement for Social Security benefits or SSI payments, benefit/payment amounts, disability onset date, and Medicare Entitlement and premium information is needed to accurately determine eligibility under this program. Social Security Number validation is important to ensuring individuals are not receiving duplicate assistance. BENDEX information on recipients provides staff with current entitlement, benefit/payment information, Medicare entitlement, premium, and changes in residence that could impact a person or household's eligibility or cost of care under this program.</p>

Name of State	Name of State Agency and, if applicable, contractor/agent	Name of Program	What data does the agency need?	Detailed Description of program including the purpose of the program and information pertaining to whether the program is an income health maintenance program.	Please explain how the data sought is relevant to program eligibility determinations.
	Cerner Corp. Health Management Systems, Inc. (TPL Contract) UniCare of Kansas Childrens' Mercy Hospital Family Health Partners (Managed Care Providers)		MMIS		
Kansas	KHPA SRS Contractors: EDS (Claim Payment Elig) MAXIMUS (Eligibility Determination)	Refugee Medical Assistance	BENDEX, SDX, SVES, & EVS KAECSES MMIS	Refugee Assistance Program provides essential services to households to aid in their resettlement in the United States. Kansas first received federal reimbursement for refugee services in 1975 under the Immigration and Naturalization Act. The Refugee Assistance Act of 1980 authorized federal funding for local social services. The Program provides medical assistance, cash assistance, and social services to eligible refugees.	Entitlement for Social Security benefits or SSI payments and benefit/payment amounts are necessary to accurately determine eligibility and assistance amounts households are entitled to receive under this program. Social Security Number validation is important to ensuring individuals are not receiving duplicate assistance payments. BENDEX information on recipients provides staff with current entitlement, benefit/payment information, and changes in residence which could impact a person or household's eligibility or benefit level for this program.
	Cerner Corp. Health Management Systems, Inc. (TPL Contract)		MMIS		
Kansas	KHPA SRS Contractors: EDS (Medicare Buy-In & Claim Payment Elig) MAXIMUS (Eligibility Determination) Key Temp Staffing (Elig Determination – Disability)	Tuberculosis & Institutions for Mental Diseases (TB & IMD's)	BENDEX, SDX, SVES, & EVS KAECSES MMIS	State-funded programs intended to provide health care coverage for persons diagnosed with TB or residing in an IMD.	Entitlement for Social Security benefits or SSI payments and benefit/payment amounts are necessary to accurately determine eligibility and assistance amounts households are entitled to receive under this program. Social Security Number validation is important to ensuring individuals are not receiving duplicate assistance payments. BENDEX information on recipients provides staff with current entitlement, benefit/payment information, and changes in residence which could impact a

Name of State	Name of State Agency and, if applicable, contractor/agent	Name of Program	What data does the agency need?	Detailed Description of program including the purpose of the program and information pertaining to whether the program is an income health maintenance program.	Please explain how the data sought is relevant to program eligibility determinations.
	Health Management Systems, Inc. (Estate Recovery Contract Only)		KAECSSES MMIS		person or household's eligibility or benefit level for this program.
	Cerner Corp. Health Management Systems, Inc. (TPL Contract)		MMIS		
Kansas	SRS & KHPA Contractors: EDS (Claim Payment Elig) MAXIMUS (Eligibility Determination)	AIDS Drug Assistance Program (ADAP)	BENDEX, SDX, SVES - Medicare Information Only MMIS KAECSSES without SSA Info	AIDS Drug Assistance Program (ADAP) is designed to assist in the purchase of specific medications for the treatment of HIV/AIDS. Note: This program is administered by the Kansas Department of Health and Environment, but require coordination with the Kansas Health Policy Authority (KHPA), the Single State Medicaid Agency, for claims payment and the Department of Social and Rehabilitation Services (SRS) for access to SSA data. SRS supports the automated eligibility system and the database through which SSA data is accessed for the following programs.	Entitlement for Social Security benefits or SSI payments and benefit/payment amounts are necessary to accurately determine eligibility and assistance amounts households are entitled to receive under this program. Social Security Number validation is important to ensuring individuals are not receiving duplicate assistance payments. BENDEX information on recipients provides staff with current entitlement, benefit/payment information, and changes in residence which could impact a person or household's eligibility or benefit level for this program.

Name of State	Name of State Agency and, if applicable, contractor/agent	Name of Program	What data does the agency need?	Detailed Description of program including the purpose of the program and information pertaining to whether the program is an income health maintenance program. ¹	Please explain how the data sought is relevant to program eligibility determinations.
Kansas	SRS, KDHE, & KHPA	Children with Special Health Care Needs (CSHCN)	SDX & SVES KHPA doesn't provide support for CSHCN determinations, but receives information regarding eligibility and info is stored in MMIS	<p>Children with Special Health Care Needs (CSHCN) promotes the functional skills of young persons in Kansas who have or are at risk for a disability or chronic disease by providing or supporting a system of specialty health care. The program is responsible for the planning, development, and promotion of the parameters and quality of specialty health care for children and youth with disabilities in Kansas in accordance with state and federal funding and direction.</p> <p>Note: This program is administered by the Kansas Department of Health and Environment, but require coordination with the Kansas Health Policy Authority (KHPA), the Single State Medicaid Agency, for claims payment and the Department of Social and Rehabilitation Services (SRS) for access to SSA data. SRS supports the automated eligibility system and the database through which SSA data is accessed for the following programs.</p>	Entitlement for Social Security benefits or SSI payments and benefit/payment amounts are necessary to accurately determine eligibility and assistance amounts households are entitled to receive under this program. Social Security Number validation is important to ensuring individuals are not receiving duplicate assistance payments.